

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD REGION 9

ALLSOURCE GLOBAL MANAGEMENT, LLC

and

Case No. 09-CA-150053

JOHN L. PRICE, an individual

and

Case No. 09-CA-153425

TRESA BRIDGES, an individual

**ALLSOURCE GLOBAL MANAGEMENT, LLC'S MOTION *IN LIMINE* TO
EXCLUDE GENERAL COUNSEL'S EVIDENCE ALLEGING AN UNFAIR
LABOR STRIKE OR RESPONDENT'S ALLEGED FAILURE
TO PROVIDE REQUESTED INFORMATION**

Pursuant to 29 C.F.R. § 102.24(a) and Fed. R. Evid. 401 and 403, AllSource Global Management, LLC and AllSource Global Management (collectively "AGM" or "Respondent") by its attorneys, Quarles & Brady LLP, submits the following Motion *In Limine* to Exclude General Counsel's Evidence Alleging An Unfair Labor Practice Strike or Respondent's Alleged Failure to Provide Requested Information. In support of this motion, AGM states as follows:

INTRODUCTION

Outside the scope of the underlying Charges, the General Counsel's Complaint alleges that AGM "failed and refused to furnish the Union with the information requested by it" and that this conduct led to an unfair labor practice strike. *See* Ex. A at ¶¶ 7(b), 8(b). The General Counsel should be precluded from presenting such allegations at trial because: (1) they are not sufficiently related to the underlying Charges; (2) they are not relevant to

the issues at trial; and (3) even if they are relevant, their probative value is substantially outweighed confusing the issues, undue delay, and wasting time.

ARGUMENT

I. The General Counsel's Allegations Are Not Sufficiently Related to the Underlying Charges.

The General Counsel lacks jurisdiction to pursue multiple allegations included in its Complaint, as there is no factual nexus between some of the Complaint's allegations and those in the underlying Charges. *Precision Concrete v. N.L.R.B.*, 334 F.3d 88, 92 (D.C. Cir. Jul. 11, 2003) (*quoting N.L.R.B. v. Fant Milling Co.*, 360 U.S. 301, 309, 79 S. Ct. 1179, 1184, 3 L.Ed.2d 1243 (1959)) ("The Board does not have '*carte blanche* to expand the charge as [it may] please, or to ignore it all together' . . . A factual nexus between the charge and the complaint is required."). Three factors are considered in determining whether a complaint's allegations are sufficiently related to a charge's allegations: (1) whether the allegations involve the same legal theory; (2) whether the allegations arise from the same factual circumstances or sequence of events; and (3) whether the respondent would raise similar defenses to the allegations. *In re Kamal Corp.*, 354 NLRB No. 190 (Apr. 30, 2009). The Board fails to meet all three factors here.

Specifically, the Board's Complaint alleges that AGM "failed and refused to furnish the Union with the information requested by it" and that this conduct led to an unfair labor practice strike. Ex. A at ¶¶ 7(b), 8(b). The Charges state that:

- Allsource Global Management violated Section 8(a)(1) & (3) of the Act by not returning the group leads into their original pre-strike positions, but putting them into different positions; transferring and demoting the group leads; and giving benefits to the employees who crossed the picket line by promoting them and giving them seniority rights so they would not be laid off. *See* Ex. B; and

- AGM has not returned striking leads to their pre-strike positions. AGM supervisors are doing bargaining unit work in order to avoid recalling AGM employees who went out on strike. AGM took jobs back in house so AGM could avoid returning employees who went out on strike to work. AGM & LHM are harassing and retaliating against AGM employees for going out on strike and giving affidavits to the NLRB. *See* Ex. C.

The Complaint's allegations are not sufficiently related to the underlying Charges for three reasons. First, the allegations in the Charges and Complaint rest on entirely different legal theories — retaliation for protected activity (Charges) versus failing to furnish information resulting in an unfair labor practice strike (Complaint).

Second, the Complaint arises from alleged conduct that occurred before the strike. However, the Charges focus entirely on AGM's *post*-strike conduct.

Third, AGM would defend the failure to furnish information and unfair labor practice strike claims differently than the retaliation claims included in the Charges, as it would look at the information requested, assess what it did and did not furnish, and argue that it did not fail to furnish information or commit an unfair labor practice. On the other hand, its defense to the retaliation claims would focus entirely on the supervisor positions and its conduct relating to them. Indeed, the Court has already noted that the defense of the alleged failure to furnish information and unfair labor practice strike claims will significantly lengthen the trial and complicate the issues to be decided.

There is no question that the Charges do not support the Board's allegations that AGM failed to furnish information and caused an unfair labor practice strike. The allegations must be excluded from evidence. *See e.g., Precision Concrete*, 334 F.3d 88, at 92; *In re Kamal Corp.*, 354 NLRB No. 190; *The Carney Hospital And Service Employees International Union, Local 285*, 350 NLRB No. 56 (Aug. 13, 2007) ("[The mere occurrence of the alleged violations during or in response to the same organizing campaign

is insufficient to establish the close factual relationship required by Section 10(b).”); *Reebie Storage and Moving Co., Inc. v. N.L.R.B.*, 44 F.3d 605 (7th Cir. 1995) (“[W]e fail to find a sufficient nexus between the charge's allegations and the complaint's allegation that [the employer] discriminated against non-Union employees.”).

II. The General Counsel's Evidence of Alleging An Unfair Labor Practice Strike or Respondent's Alleged Failure to Provide Requested Information Should be Precluded Under Fed. R. Evid. 401 and 403.

Fed. R. Evid. 401 states that evidence is relevant if: (a) it has any tendency to make a fact more or less probable than it would be without the evidence; and (b) the fact is *of consequence* in determining the action. Fed. R. Evid. 401(a), (b). Moreover, even if evidence is relevant, a Court may exclude it if its probative value is substantially outweighed by a danger of confusing the issues, undue delay, and/or waiting time.

Here, because the Complaint's allegations of the unfair labor practice strike and information requests are well beyond the Charges' scope, the allegations are irrelevant and a waste of time. Moreover, any testimony on such evidence would significantly increase the danger of confusing the issues and cause undue delay in the trial schedule. As the Court has already stated, the General Counsel's allegations of failure to furnish information and unfair labor practice strike claims will significantly delay trial and inhibit testimony on the key issues of whether AGM is contractually required to use Group Leads, or whether it discriminated against striking employees in creating the supervisor positions. Accordingly, the Court should exclude the General Counsel's evidence of an alleged unfair labor practice strike or refusal to provide evidence pursuant to Fed. R. Evid. 401 and 403.

WHEREFORE, Respondent AGM respectfully requests that the Court issue an order prohibiting the General Counsel from introducing evidence related to the alleged unfair labor practice strike or AGM's alleged failure to provide the Union requested information.

Dated this 12th day of March, 2016.

QUARLES & BRADY LLP



Fred Gants SBN 1016274

Kerry M. Mohan SBN 1079824

33 East Main Street, Suite 900

Madison, WI 53703

608-283-2618

Attorneys for AllSource Global Management, LLC

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

ALLSOURCE GLOBAL MANAGEMENT, LLC

and

Case No. 09-CA-150053

JOHN L. PRICE, an individual

and

Case No. 09-CA-153425

TRESA BRIDGES, an individual

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on the 12th day of March, 2016, a copy of the foregoing AllSource Global Management, LLC's Motion *In Limine* To Exclude General Counsel's Evidence Alleging an Unfair Labor Strike or Respondent's Failure to Provide Requested Evidence was filed electronically using the National Labor Relation Board's electronic filing system. Parties may access this filing through the Agency's system.

The undersigned also represents that he caused a true and correct copy of the foregoing document to be served via UPS Next Day Air upon:

Mr. John L. Price
121 W Linden Street
Wilmore, KY 40390-
1208

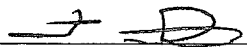
Ms. Tresa Bridges
314 Snowden Drive
Winchester, KY 40391-
1723

Garey E. Lindsay, Regional Director
Region 9, National Labor Relations
Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Mr. William H. Haller, Associate
General Counsel, International
Association of Machinists and
Aerospace Workers,
9000 Machinists Place
Upper Marlboro, MD 20772-2687
Email: whaller@iamaw.org

Mr. Ramon A Garcia, Grand
Lodge Representative,
International Association of
Machinists and Aerospace
Workers, A..FL-CIO
690 East Lamar Boulevard,
Suite 580,
Arlington, TX 76011
Email: rgarcia@iamaw.org

Mr. Billy E. Stivers, Sr., Directing
Business Representative,
International Association of
Machinists, and Aerospace
Workers, AFL-CIO
824 S 2nd Street
Louisville, KY 40203-2210
Email: bstivers@iamaw.org



Fred Gants

QUARLES & BRADY LLP
Fred Gants SBN 1016274
Kerry M. Mohan SBN 1079824
33 East Main Street, Suite 900
Madison, WI 53703
608-283-2618
Attorneys for AllSource Global Management, LLC

EXHIBIT A

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

ALLSOURCE GLOBAL MANAGEMENT, LLC

and

Case 09-CA-150053

JOHN L. PRICE, AN INDIVIDUAL

and

Case 09-CA-153425

TRESA BRIDGES, AN INDIVIDUAL

SECOND AMENDED ORDER CONSOLIDATING CASES,
CONSOLIDATED COMPLAINT
AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 09-CA-150053 and 09-CA-153425, which are based on a charge filed by John L. Price (Price) and a charge filed by Tresa Bridges (Bridges), respectively, against Allsource Global Management, LLC and Allsource Global Management (AGM) and Lockheed Martin (LHM) as joint employers, herein called by its correct name Allsource Global Management, LLC, (Respondent) are consolidated.

This Second Amended Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 09-CA-150053 was filed by Price on April 14, 2015, and a copy was served on Respondent by U.S. mail on the same date.

(b) The charge in Case 09-CA-150053 was filed by Bridges on June 2, 2015, and a copy was served on Respondent by U.S. mail on June 3, 2015.

2. (a) At all material times, Respondent, a limited liability company, with an office and place of business in Sierra Vista, Arizona, has been engaged in providing logistical and warehouse management, medical services and support, open source intelligence training and consulting and other related services in the defense industry at various locations including its Lexington, Kentucky and Richmond, Kentucky facilities.

(b) In conducting its operations during the 12-month period ending December 15, 2015, Respondent provided services valued in excess of \$50,000 in states other than the State of Arizona and performed national defense work for the United States Government.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 711 and its Local Lodge 219 (Union) has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Perla Romo - Human Resources Manager
Jonathan Groth - Program Manager

5. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and part-time Shipping/Receiving Clerks, Shipping Packers, Order Fillers, Stock Clerks, Warehouse Specialists, Medium Truck Drivers, General Clerks II, Supply Technicians, and Material Coordinators employed

by [Respondent] at its locations at Bluegrass Station, 5749 Briar Hill Road, Buildings 5, 101, 140, 190, 195, 197, 220 and 221, Lexington, Kentucky and Richmond Bluegrass Army Depot, 431 Battlefield Memorial Highway, Building 254, Richmond, Kentucky, including any future buildings or locations, at which [Respondent] employees are assigned, excluding all other employees, office clerical employees, managerial employees, and professional employees, guards and supervisors as defined in the Act .

(b) Since about January 27, 2012 and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from March 2, 2015 to September 30, 2017.

(c) At all times since January 27, 2012, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

6. (a) Since about April 3, 2014, the Union has requested, in writing, that Respondent furnish the Union with the following information:

"A copy of any and all written documents from the Department of Defense, Lockheed Martin or any other Government agency" and "a copy of any and all documents that Lockheed Martin has provided to AGM regarding re-scope or reclassification of Lockheed Martin work"

(b) Since about April 3, 2014, the Union has requested, in writing, that Respondent furnish the Union with the following information:

- "1. An explanation, with associated documentation in writing for this announcement.
2. By whose directive was this made, with any and all documentation as seen above, with a point of contact."

(c) Since about April 6, 2014, the Union has requested, in writing, that Respondent furnish the Union with the following information:

"1. An explanation, with associated documentation in writing for this announcement.

2. By whose directive was this made, with any and all documentation as seen above, with a point of contact.

6. A complete copy of the Statement of Work (SOW) with any/all addendums/amendments associated (specific to, but not limited to the government's request and/or DOL for any re-scoping of any job(s), job description(s), job dut(ies), job skill(s), job qualification(s), work or work associated where any AGM employee(s) are currently employed).

7. A complete copy of the Performance Work Statement (PWS) with any/all addendums/amendments associated (specific to, but not limited to the government's request and/or DOL for any re-scoping of any job(s), job description(s), job dut(ies), job skill(s), job qualification(s), work or work associated where any AGM employee(s) are currently employed).

9. Provide any and all records pertaining to any LHM to AGM attempts to move, reclassify, abolish any current AGM job to a LHM job from the Union certification jurisdiction, specific to, but not limited to the transportation job title or any others."

7. (a) The information requested by the Union, as described above in paragraph 6, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(b) Since about April 8, 2014, Respondent, by Perla Romo, in writing, has failed and refused to furnish the Union with the information requested by it as described in paragraph 6.

(c) On July 8, 2014, a Settlement Agreement was approved by the undersigned regarding the conduct described above in paragraph 7(b).

(d) From about July 8, 2014 to about March 24, 2015, Respondent failed to comply with the terms of the Settlement Agreement described above in paragraph 7(c).

8. (a) From about October 1, 2014 to about February 27, 2015, certain employees of Respondent represented by the Union and employed at its Lexington, Kentucky and Richmond, Kentucky facilities ceased work concertedly and engaged in a strike.

(b) The strike described above in paragraph 8(a) was partially caused and prolonged by the unfair labor practices of Respondent described above in paragraph 7.

(c) About February 27, 2015, pursuant to the return-to-work agreement, the employees who engaged in the strike described above in paragraph 8(a), made an unconditional offer to return to their former or substantially equivalent positions of employment:

(d) Since about February 27, 2015, Respondent has failed and refused to reinstate certain employees referred above in paragraphs 8(a) and (c) to their former or substantially equivalent positions of employment.

9. (a) Since about February 27, 2015, Respondent has assigned work previously performed by its Group Lead employees to non-unit supervisors.

(b) Since about February 27, 2015, Respondent has refused to offer supervisory promotions to its former Group Lead employees.

(c) Respondent engaged in the conduct described above in paragraphs 9(a) and (b) because the employees of Respondent engaged in the strike described above in paragraph 8(a) and because employees formed, joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

10. By the conduct described above in paragraphs 8(d) and 9, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

11. By the conduct described above in paragraph 7, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

12. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged in paragraphs 8 and 9, the General Counsel seeks an Order providing that Respondent offer supervisory promotions to all pre-strike Group Leads. Further, General Counsel seeks an Order that any employee not reinstated from the strike or not offered supervisory promotions be reimbursed for all search-for-work and work-related expenses regardless of whether the employee received interim earnings in excess of those expenses, or at all, during any given quarter, or during the overall back pay period. In order to fully remedy the unfair labor practices alleged in paragraphs 8 and 9, the General Counsel further seeks an Order requiring that any employee not reinstated from the strike or not offered supervisory promotions be made whole, including reasonable consequential damages incurred as a result of the Respondent's unlawful conduct.

The General Counsel further seeks all other relief as may be appropriate to remedy the unfair labor practices alleged. The General Counsel does not seek a remedy for the unfair labor practices alleged in paragraphs 7 and 11.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the second amended consolidated complaint. The answer must be received by this office on or before March 11, 2016 or postmarked on or

before March 10, 2016. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the second amended consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on March 14, 2016, 1 p.m. at Room 110, Law Building, College of Law, University of Lexington, Lexington, Kentucky, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this second amended consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: February 26, 2016

A handwritten signature in black ink, appearing to read "Garey E. Lindsay", with a large, stylized initial "G" and a long, sweeping underline.

Garey E. Lindsay, Regional Director
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachments

EXHIBIT B

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
09-CA-150053	April 14, 2015

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer MANAGEMENT LLC		b. Tel. No. AGM: (859)566-5730
		c. Cell No.
d. Address (street, city, state ZIP code) AGM: 4481 Campus Drive, Suite A Sierra Vista, AZ 85635	e. Employer Representative AGM: Perla Romo	f. Fax No.
		g. e-Mail Promo@AGMAZ.COM
		h. Dispute Location (City and State) Lexington, KY
i. Type of Establishment (factory, nursing home, hotel) Warehouse at Bluegrass Station	j. Principal Product or Service Military Operations	k. Number of workers at dispute location 110 3
<p>l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.</p> <p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</p> <p>Since on or about March 9, 2015, Allsource Global Management AGM) violated Section 8(a)(1) & (3) of the Act by not returning the group leads into their original pre-strike positions, but putting them into different positions; transferring and demoting the group leads; and giving benefits to the employees who crossed the picket line by promoting them and giving them seniority rights so they would not be laid off.</p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) John Price.		
4a. Address (street and number, city, state, and ZIP code) 121 W Linden St, Wilmore, KY 40390-1208		4b. Tel. No. Same as 4c 4c. Cell No. (859)221-5981 4d. Fax No. N/A 4e. e-Mail John.L.Price@icloud.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No.
By: <u>John L. Price</u> (signature of representative or person making charge)		Same as 4c
John Price Print Name and Title		Office, if any, Cell No. (859)221-5981
Address: <u>121 W Linden St, Wilmore, KY 40390-1208</u>		Fax No. N/A
Date: <u>4/10/15</u>		e-Mail Same as 4c

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1-1326688837

EXHIBIT C

FORM NLRB-301

FORM EXEMPT UNDER 44 U.S.C. 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
09-CA-153425	June 2, 2015

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Allsource Global Management (AGM) and Lockheed Martin (LHM) as joint employers	b. Number of workers employed 110 200+	
c. Address (street, city, state, ZIP code) 6801 Rockledge Drive, Bethesda, MD 20817-1803 4481 Campus Drive, Suite A, Sierra Vista, AZ 85635	d. Employer Representative Jay Sumner, Dir Lab Relations Perla Roma, Dir Human Resources	e. Telephone No. 703-201-6302 859-566-5730 Fax No.
f. Type of Establishment (factory, mine, wholesaler, etc.) Warehouse at Bluegrass Station Warehouse at Bluegrass Station & Bluegrass Army Depot	g. Identify principal product or service Military Operations Military Operations	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3), (4) and (5)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and/or the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p>AGM has not returned striking leads to their pre-strike positions.</p> <p>AGM supervisors are doing bargaining unit work in order to avoid recalling AGM employees who went out on strike.</p> <p>LHM took jobs back in house so AGM could avoid returning employees who went out on strike to work.</p> <p>AGM & LHM are harassing and retaliating against AGM employees for going out on strike and giving affidavits to the NLRB</p>		
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.		
3. Full Name of party filing charge (if labor organization, give full name, including local name and number)		
Tresa Bridges		Email address: <u>tresabridges@aol.com</u>
4a. Address (street and number, city, state and ZIP code) 314 Snowden Drive, Winchester, KY 40391	4b. Telephone No. 859-749-8779 cell Fax No. 6550 <u>714</u>	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization.) N/A		
6. DECLARATION		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By <u>Tresa Bridges</u> <u>TRESA BRIDGES</u> Signature of representative or person making charge Tresa Bridges		Title <u>An Individuals</u>
Address <u>314 Snowden Drive, Winchester, KY 40391</u> den		Email: <u>tresabridges@aol.com</u> Telephone No <u>859-749-8779</u> <u>6550</u> <u>714</u>
		Date <u>6/2/15</u>

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT
(U.S. CODE, TITLE 18, SECTION 1001)

Fax, 512-654 7941

PAGE 02/02

REES OFFICE PRODUCTS

8597447552 12:57 06/02/2015